

The Honorable Commissioner's Court of Sabine County, Texas, met in regular session on March 10th, 1958, in the office of the County Judge, in Hemphill, with all members of the Court present, to-wit: W. G. Brewton, County Judge, H. H. Byley, Commr. Prect. #1, W. T. Love, Commr. Prect. #2, Paul Lout, Commr. Prect. #3, Earl Smith, Commr. Prect. #4 and Kyle D. Walker, Clerk of the Court.

Accounts were allowed as are shown by the Minutes of Accounts Allowed.

APPLICATION FOR EXTENSION OF GAS FRANCHISE

Hemphill, Texas

March 6th, 1958.

TO THE HONORABLE COMMISSIONERS COURT OF SABINE COUNTY:

GENTLEMEN:

This application is presented to you with request for an extension of 14 years from and after October 22nd, 1962, of the natural gas franchise originally granted by this court to applicant on October 22, 1944, covering the town of Bronson, Texas, and for one mile in each direction from said town, for a period of 18 years, a copy of which franchise is attached hereto and made a part of this application, which said franchise is recorded in Vol. 0, pages 72 & 73 of the Commissioners Court Minutes of Sabine County, Texas, and in support of this application your applicant would show:

The above original franchise will, by its terms, expire on October 22, 1962, which is less than five years from this date.

That your applicant, even if he continues to operate under said franchise, will need to make repairs and replacements of lines and connections and extensions of the present which will involve the expenditure of a considerable sum of money and unless this court should extend said franchise for the additional time requested, the remaining time of less than five years would not justify such expenditures.

Within the time specified in said franchise, he installed said gas system and has operated same efficiently to the present time and has given satisfactory service to his customers.

Wherefore, your applicant request the court to enter an order granting this request and extending his franchise under the same terms as outlined in the original franchise found on pages 72 & 73 of Vol. 0 of the Minutes of this Court for a period of 14 years from and after the 22nd day of October, 1962.

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Respectfully submitted,

Hugh N. Wood

Bronson, Texas.

By: Minton & Minton

COPY

THE STATE OF TEXAS #

COUNTY OF SABINE # TO THE HONORABLE COMMISSIONER'S COURT OF

SABINE COUNTY, TEXAS:

Comes now, Hugh N. Wood, petitioner and files this his application with this Honorable Court, to-wit:

1. To secure for himself, his successors or assigns, the right, franchise and easement to lay, construct, maintain and operate in the town of Bronson, Sabine County, Texas, and for one (1) mile in each direction from said town, together with the right of easement along, in and under the present and future streets, alleys and roads of the said town of Bronson, Texas, and for one (1) mile in each direction therefrom, a system of gas mains, supply pipes and laterals with all necessary or desirable appurtenances for the purpose of supplying gas to the said town of Bronson, Texas, the inhabitants thereof and to persons, firms and corporations within and beyond the limits of said town for a distance of one (1) mile, for light, heat and power and other purposes and that the rights, privileges and franchises herein granted shall be and remain in the Grantee, his heirs or assigns, free of all taxes, charges and assessments for a period of 18 years from and after the passage of an order by your Honorable Court granting this franchise application.
2. All mains, pipes and laterals shall be so laid so as to interfere as little as possible with traffic over the streets, alleys and road within the territory covered by this franchise. The location of all mains, pipes and laterals shall be fixed under the supervision of some duly authorized representative of the Honorable Court or your successors, until such time as the town of Bronson, Texas, might become a duly incorporated City, after which time such supervision within the then City limits shall be under the supervision of a duly authorized representative of said City of Bronson, Texas.
3. By the term "town of Bronson, Texas" as herein above used, is meant the territory covered by the town of Bronson, Texas, as laid out and subdivided into lots and blocks by the Santa Fe Townsite Company, which town consisted of 116 blocks, and is composed of 262 $\frac{1}{2}$ acres of H. T. & B. Ry. Co. Section No. 3; 3 $\frac{1}{2}$ acres of H. T. & B. Ry. Co. Section No. 4 and 134 acres of T & N O. Ry. Co. Section No. 7.
4. When the Grantee shall make or cause to be made excavation or shall place obstructions in any street, alleys or road into said town of Bronson, Texas, or other territory covered by this franchise, he shall place sufficient barriers, lights and signals upon, adjacent to and about the same to warn the people of their existence, and in the event of injury to person or property by reason of any such excavation or obstruction the Grantee shall indemnify and keep harmless the town of Bronson, County of Sabine and the Commissioners and other officials thereof from any and all liability on account of such injury, and grantee shall, within a reasonable time repair, clean up and restore as nearly as may be to their original condition all streets, alleys and roads excavated during the construction of said system or in repair of same.
5. The rates and charges which the Grantee shall make under this order, in the sale of gas, either natural or artificial shall be made by the Grantee herein subject to the approval of the Commissioner's Court of Sabine County until such time as the town of Bronson, Texas, might become a duly incorporated City or town after which time such rates shall be approved by the said City or town of Bronson, Texas, as to the customers being served within such City limits.
6. The Grantee will print a schedule of charges for such gas and furnish a copy to all customers.
7. Grantee may also charge and collect for the setting and changing of meters and the amount not to exceed the cost of labor and material used in performing such service, plus ten per cent (10%) of such amount of material and labor cost.
8. Grantee may make and enforce reasonable rules and regulations in performing or conduct of such business, and may required before furnishing service the execution of a contract therefor and may require each customer or consumer served to pay for the installation of all service pipes from the main in the street, alley or road to and through the consumer's premises, and grantee shall have the right to contract with each consumer with reference to the installation of service pipes and the control of the same for the connection thereof with grantee's main in the streets, alleys or roads to and including the meter located on the customer's premises, provided, however, that the expression of the rights of the grantee respecting the above matters, or any other matter herein, shall not be construed to limit his rights in respect of making any other rule or exercising any other privilege reasonably necessary or appropriate to the economical, proper and efficient operation of said business.
9. Grantee shall not be required in any event to extend mains or pipes longitudinally on any street, alley or road more than fifty (50) feet for any one customer.
10. Grantee shall be entitled to require from each any every customer of gas, before gas service is installed, a deposit in money of twice the amount of the estimated monthly bill, which deposit may be retained by grantee until service is discontinued and accounts thereunder have been paid; provided, however, that in no event shall said deposit be less than the sum of Five Dollars (\$5.00) and that any and all customers shall make such deposit. Grantee shall return said deposit to the consumer making the

same, and shall account to such consumer for interest thereon at the rate of six per cent (6%) per annum from the date of such deposit, and he shall be entitled to apply said deposit to any indebtedness due him by the consumer making the deposit, and when the same has been applied to any such indebtedness the gas service may be discontinued until all of the indebtedness of the consumer is paid and a like deposit made with the grantee by said consumer.

11. The rights, privileges and franchises granted by this order re not to be considered exclusive, but the honorable conmissioner's court of Sabine County, Texas, may grant like privileges and franchises, as it may see fit, to any other person or corporation for the purposes contemplated herein, and the said Commissioner's Court of Sabine County, Texas, hereby expressly reserves the rights and privileges to supervise, regulate and control the exercise of the powers herein granted when the interest of the public may require, and within the rules of law fo the State and of the United States, but it is expressly provided that no forfeiture of this franchise shall be declared or claimed except for a wilful violation of its terms by the grantee, his successors or assigns.

12. Grantee shall file his written acceptance of this franchise within thrity (30) days after its passage and approval. It is further provided that this franchise shall become null and void if there shall not be constructed and completed by grantee, his successors or assigns, by October 23rd, 1946, a system of pipes through which gas is ready for delivery to consumers contracting therefor and complying with the rules for the taking of such gas, and likewise shall become null and void if Grantee has not filed his written acceptance hereof on or before thirty days after the passing of this order.

13. All of the rights and privileges, obligations and requirements contained herein shall run to the respective persons, their successors and assigns, and shall be enforceable for and against them to the same extent and under the same conditions as applying to the parties hereto.

WHEREOF, PREMISES CONSIDERED, PETitioner prays this Honorable Court for the authority, franchise, right and easement set forth above.

/s/ HUGH N. WOOD
Petitioner.

ORDER

On this 10th day of March, A. D. 1958, came on for consideration the application of Hugh N. Wood of Bronson, Texas, for an extension of 14 years from and after October 22, 1962, of a natural gas franchise heretofore granted to him by this court on October 22, 1944, for a period of 18 years, and covering the town of Bronson, Texas, and for one mile in each direction from said town, and it appearing to the court that pursuant to said franchise the said Hugh N. Wood did install within said territory a natural gas distribution system which has been operating continuously to the present time and that said franchise, by its original terms, will expire October 22, 1962, and that said natural gas system is in need of repairs, replacements, extensions and connections which will involve a considerable exepnditure of money and that the said Hugh N. Wood is entitled to some protection for said expenditures in the form of an extension of said original franchise and that this court is of the ppinion that the extension should be granted:

Upon motion duly made by W. T. Love and seconded by H. H. Byley and carried unanimously, it is ordered that said original franchise heretofore granted by the Commissioners Court of Sabine County, Texas to the said Hugh N. Wood on October 22, 1944, for the town of Bronson, Texas, and for one mile in each direction from said town, which franchise was for a period of 18 years from October 22, 1944, and, together with the order granting said franchise, is recorded in Vol. O, pages 72 and 73 of the Minutes of this court, be and the same is hereby extended for an additional period of 14 years from and after October 22, 1962, under the same terms and conditions as set forth in the original franchise, except that all pipe shall be laid at a depth satisfactory to the court.

Done, passed and approved the 10th day of March, A. D. 1958.

The Court unanimously agreed to employ Mrs. Willie Self to handle the Social Security and Withholding Tax Reports now being reported by Julian Smith and to pay Mrs. Willie Self the sum of \$25.00 per month for this work.

Upon motion by W. T. Love and seconded by H. H. Byley, it was unanimously voted by the Court to pay 50% of the R.O.W. cost matching the State's 50% for R.O.W. needed in construction of Highways in Sabine County/.

There being no further business, Court adjourned.

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Attest:

Kyle Walker
Clerk of the Court

W. B. Brumby
County Judge

H. W. Wright
Commr. Prec. #1

Paul Perry
Commr. Prec. #3

Paul Smith
Commr. Prec. #4

W. F. Love Prec. #2